

21. **Accept and authorize the Chairman to execute the Certificate of Completion for FC-1176-02/BJC – Central Transfer Station HVAC Renovations, to Air Mechanical & Service Corporation, Orlando (Certificate of Completion).**

FC-1176-02/BJC provided for all labor, materials, equipment, coordination and incidentals necessary for the HVAC equipment replacement with ductwork modifications and diffuser replacement. As of March 20, 2003, all work and documentation have been satisfactory completed.

Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance of this project and authorize the Chairman to execute the Certificate of Completion.

# CERTIFICATE OF FINAL COMPLETION

Agreement Title: Seminole County Transfer Station  
HVAC Renovations

County Contract No: FC-1176-02 / BJC

Project: Seminole County Transfer Station  
HVAC Renovations

Contractor: Air Mechanical & Service Corporation

Agreement for: HVAC Renovations Agreement date: 7/1/2002

This Certificate of Final Completion applies to all work under the Contract Documents

To: Sims Wilkerson Engineering, Inc.  
Engineer

To: Air Mechanical & Service Corporation  
Contractor

To: Seminole County Board of County Commissioners

The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

Date of Final Completion: 12/12/02

This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ENGINEER ON

[Signature] 12/12, 2002

Sims Wilkerson Engineering, Inc.

ENGINEER

BY:

[Signature]

CONTRACTOR accepts this certificate of Final Completion on 12/12, 2002.

Air Mechanical & Service Corporation

CONTRACTOR

BY:

[Signature]

COUNTY accepts this Certificate of Final Completion on 2/25, 2003.

ATTEST:

BOARD OF COUNT COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

BY:

\_\_\_\_\_, Chairman

Date:

\_\_\_\_\_

Clerk of the Board of  
County Commissioners of  
Seminole County, Florida

**MATERIAL AND WORKMANSHIP BOND**  
(10% of Final Contract Price)

Bond No. 5885435

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WE Air Mechanical & Service Corp. hereinafter referred to a "Principal" and Westfield Insurance Company hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$ 11,969.80 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as Central Transfer Station; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated June 10th, 2002, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 5th  
day of December, 20 02.

Address:

1231 Seminola Blvd.

Casselberry, FL 32707

Air Mechanical & Service Corp. (SEAL)

Principal

By: [Signature] Its: VICE PRESIDENT  
(If a Corporation)

ATTEST: Lisa Lim Leung Its: AK  
(If a Corporation)

Address:

9600 Cogor Blvd., Suite 208

St. Petersburg, FL 33702

Westfield Insurance Company (SEAL)

Surety 727-578-1960

By: [Signature]  
John R. Neu Its Attorney-in-Fact and FL Licensed Resident Agent

Phone No. 813-287-1936

Fax No. 813-282-1021

ATTEST: Sara F Hook  
Witness

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

WACHOVIA INSURANCE SERVICES, INC.  
DAVIS BALDWIN DIVISION  
4600 W. CYPRESS ST.  
TAMPA, FL 33607  
(813) 287-1936

General  
Power  
of Attorney  
CERTIFIED COPY

# Westfield Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint **JOHN R. NEU, KELLY JONES, JOINTLY OR SEVERALLY**

of **TAMPA** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Westfield Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.) This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Westfield Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

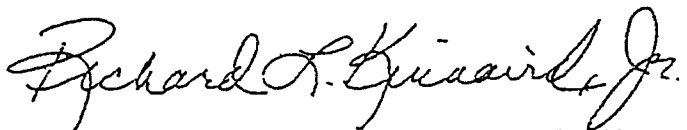
"Be It Resolved, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

In Witness Whereof, WESTFIELD INSURANCE COMPANY has caused these presents to be signed by its **Vice President**, and its corporate seal to be hereto affixed this **28th** day of **JUNE** A.D., **2001**.

Corporate  
Seal  
Affixed



WESTFIELD INSURANCE COMPANY

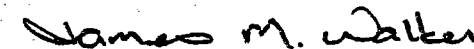
By   
Richard L. Kinnaird, Jr. Vice President

State of Ohio  
County of Medina ss.:

On this **28th** day of **JUNE** A.D., **2001**, before me personally came **Richard L. Kinnaird, Jr.**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Vice President** of WESTFIELD INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



  
James M. Walker

Notary Public

State of Ohio  
County of Medina ss.:

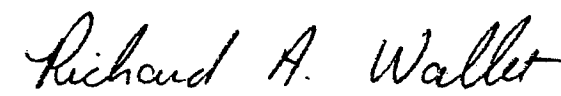
My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

## CERTIFICATE

I, **Richard A. Wallet**, Assistant Secretary of the WESTFIELD INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **5th** day of **December** A.D., **2002**.



  
Richard A. Wallet Assistant Secretary

# CONSENT OF SURETY TO FINAL PAYMENT

Bond No. 5885435

Contractor: Air Mechanical & Service Corp.

Project: Central Transfer Station - HVAC

Final Contract Price: \$119,698.00

We, the Westfield Insurance Company, having heretofore executed Performance

and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in  
One Hundred Nineteen Thousand Six Hundred Ninety

the sum of Eight Dollars & 00/100 - Dollars (\$ 119,698.00) hereby agree that the COUNTY

may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR.

The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly

releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the Westfield Insurance Company has caused this instrument to be executed on its behalf of its Attorney in Fact and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 5th day of December 20 02.

Westfield Insurance Company  
Surety Company 727-578-1960

Attorney-in-Fact John R. Neu, Attorney in Fact  
and FL Licensed Resident Agent

(Power of Attorney must be attached if executed by Attorney-in-Fact)

State of Florida )  
 ) ss  
County of Hillsborough)

The foregoing instrument was acknowledged before me this 5th day of December 20 02, by John R. Neu, who is personally known to me or who has produced NA as identification.

Sara F. Hook  
Signature  
PROVIA INSURANCE SERVICES, INC.  
DAVIS BALDWIN DIVISION  
4600 W. CYPRESS ST.  
TAMPA, FL 33607  
(813) 287-1936

Print name: Sara F. Hook  
Notary Public in and for the County and  
State Aforementioned

My commission expires: October 28, 2005

CONSENT OF SURETY TO FINAL PAYMENT  
6/19/96

SARA F. HOOK  
Notary Public, State of Florida  
My comm. exp. Oct. 28, 2005  
Comm. No. DD 068035

App. S-1

General  
Power  
of Attorney  
CERTIFIED COPY

POWER NO. 0997702 05

# Westfield Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint **JOHN R. NEU, KELLY JONES, JOINTLY OR SEVERALLY**

of **TAMPA** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Westfield Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Westfield Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

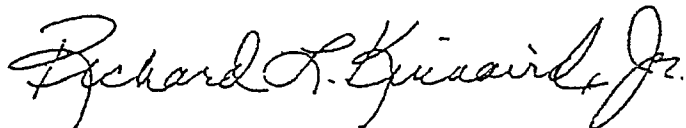
"Be It Resolved, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

In Witness Whereof, WESTFIELD INSURANCE COMPANY has caused these presents to be signed by its **Vice President**, and its corporate seal to be hereto affixed this **28th** day of **JUNE** A.D., 2001 .

Corporate  
Seal  
Affixed



WESTFIELD INSURANCE COMPANY


By   
Richard L. Kinnaird, Jr. Vice President

State of Ohio  
County of Medina ss.:

On this **28th** day of **JUNE** A.D., 2001 , before me personally came **Richard L. Kinnaird, Jr.**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Vice President** of WESTFIELD INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



  
James M. Walker

Notary Public

State of Ohio  
County of Medina ss.:

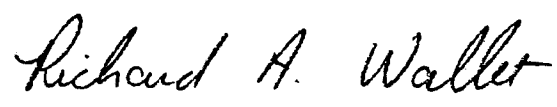
My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

## CERTIFICATE

I, **Richard A. Wallet**, Assistant Secretary of the WESTFIELD INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **5th** day of **December** A.D., 2002



  
Richard A. Wallet Assistant Secretary



**CERTIFICATE OF ENGINEER**

Agreement Title: Seminole County Transfer Station  
HVAC Renovations

County Contract No.: FC-1176-02 / BJC

Agreement Date: 7/1/02

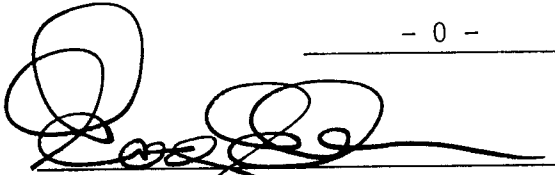
Project: Seminole County Transfer Station  
HVAC Renovations

**CERTIFICATE OF ENGINEER**

I certify that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date:	<u>7/1/02</u>	
CONTRACTOR's Notice to Proceed:	<u>6/24/02</u>	
Days allowed by Agreement:		<u>170</u>
Extensions granted by C.O.:		<u>- 0 -</u>
Scheduled Completion Date:	<u>12/12/02</u>	
Work began:	<u>6/24/02</u>	
Project Substantially Completed:	<u>11/26/02</u>	
Days to complete:		<u>170</u>
Underrun:		<u>- 0 -</u>
Overrun:		<u>- 0 -</u>

12/12/02  
Date

  
Engineer Gary A. Wilkerson  
Sims Wilkerson Engineering, Inc.

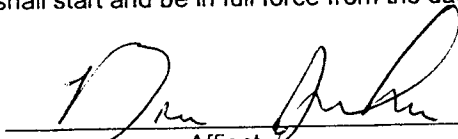
## CONTRACTOR'S RELEASE

Agreement Title: Central Transfer Station HVAC Renovations County Contract No.: FC-1176-02/BJC

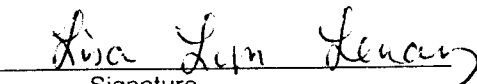
Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

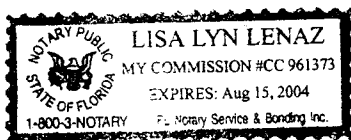
BEFORE ME, the undersigned authority is said County and State, appeared Bruce Johnson who, being duly sworn and personally know to me, deposes and says that he/she is Vice President of Air Mechanical & Service a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Central Transfer Station, located in Seminole County, Florida, dated the 10th day of June, 2002, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 119,698.00 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ 119,698.00 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

State of Florida )  
 ) ss  
County of Orange )

  
Affiant

The foregoing instrument was acknowledged before me this 6th day of December, 2002, by Bruce Johnson, who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
Signature



Print name: Lisa Lyn Lenaz  
Notary Public in and for the County and  
State Aforementioned

My commission expires: 8/15/04

# SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Seminole County Transfer Station  
HVAC Renovations

COUNTY Contract No. FC-1176-02 / BJC

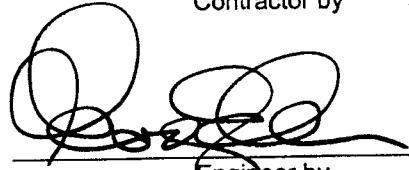
To: CONTRACTOR Air Mechanical & Service Corporation

Project Manager \_\_\_\_\_

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on DEC. 11, 2002 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.


Accepted by:

CONTRACTOR

\_\_\_\_\_  
Contractor by  
  
\_\_\_\_\_  
Engineer by

12/12/02

Reviewed by:

  
\_\_\_\_\_  
Contracts Supervisor

1/8/03  
\_\_\_\_\_  
Date

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Seminole County Transfer Station  
HVAC Renovations  
 County Contract No.: FC-1176-02 / BJC  
 Project: Seminole County Transfer Station  
HVAC Renovations  
 Contractor: Air Mechanical & Service Corporation  
 Agreement for HVAC Renovations Agreement Date: 7/1/2002

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: Sims Wilkerson Engineering, Inc.  
                     Engineer  
 And to Air Mechanical & Service Corporation  
                     Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

November 26, 2002

Date of Substantial Completion

items  
 A list of ~~items~~ to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be completed or corrected by CONTRACTOR within fifteen ( 15 ) day of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on November 19, 2002

Sims Wilkerson Engineering, Inc.

Engineer

By: 

CONTRACTOR accepts this Certificate of Substantial Completion

On November 19, 2002.

Air Mechanical & Services, Inc.

Contractor

By: 

Executed by COUNTY'S Project Manager on Dec. 18, 2002.

  
Project Manager

**Sims Wilkerson Engineering, Inc.**  
**FIELD REPORT**

**November 22, 2002**

**21**

**Present:** Gary Wilkerson, SWE  
**Visit Date:** November 21, 2002  
**Project:** Seminole County Transfer Station  
SWE #01064

k:\01\064\docs\Field Report 11.20.02.wpd

1. Trim retaining wall around condensing unit.
2. Seal refrigerant pipe penetration through metal roof.
3. What is the grinding noise in the terminal units?
4. Repair insulation outside by condensing unit.
5. Provide UV protection on exterior rubber insulation.
6. Close-out documents:
  - A. Record Drawings
  - B. T & B Report
  - C. O & M Manuals
  - D. Before Work Video
  - E. Progress Photos
  - F. IAQ & Pre-T & B
  - G. Shop Drawings
  - H. Lien Releases
  - I. Warranties
7. Controls:
  - A. Air monitor station not functioning.
  - B. Return air temperature sensor.
  - C. Noise.
8. Fire damper access at shaft on second floor.
9. Remove and cover old thermostat in David's office and Polly's desk.
10. Insulate condensate drain pipe.
11. Insulate flex connection on supply duct at unit discharge.

10. Provide adequate support for air flow monitoring station with flex on other side of support.
11. Secure conduit to condensing unit to slab.

END OF REPORT



21

January 14, 2003

## Final Lien Waiver

The undersigned lienor, in consideration of the sum \$ 10.00 and other valuable considerations, receipt of which is hereby acknowledge, for materials and or services furnished to:

AIR MECHANICAL & SVC CORP.  
1231 SEMINOLA BLVD.  
CASSELBERRY, FLORIDA 32707

On his order and delivered unto and incorporated in the improvement of the real property described as:

**Job Name:** CENTRAL TRANSFER STATION

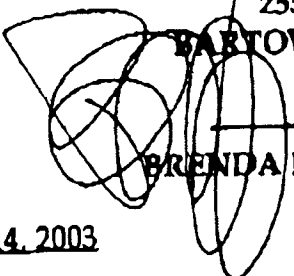
**Address:** LONGWOOD, FLORIDA

**Property description:** CONTRACT NO: PC117402/B/C/CENTRAL TRANSFER STATION -HVAC 1634 BR 413 BOND# 5885433

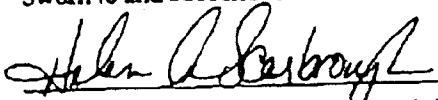
**Owner:** SEMINOLE COUNTY

We hereby waive the right to claim and prosecute a lien under the mechanics lien law of the state of Florida and or any claim of any nature including bond claims, on said property for materials and/or services furnished.

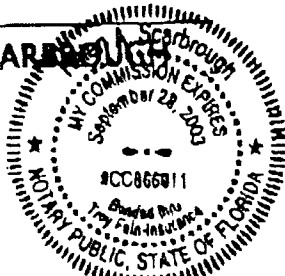
LIENOR: METAL MART SYSTEMS, INC.  
255 CENTURY BLVD.  
BARTOW, FLORIDA 33830

  
BRENDA LEY, Vice President

Sworn to and subscribed to before me this date: January 14, 2003



Notary Public: HELEN A. SCARBOROUGH



255 Century Blvd., Bartow, FL 33830-7705 METALMART@AOL.COM  
(800) 940-4041 (863) 533-4040 Fax (863) 533-5063



21



AIR MECHANICAL &amp; SERVICE CORP.

FAX COVER SHEET

DATE:

1-14-03

TO:

BETSY CONEN

FAX #:

(407) 665-2029

ATTN:

FROM:

LISA

RE:

TRANSFER STATION

Number Of Pages Including Cover:

2

Comments:

Attached is Metal Mart  
Final Release - Original  
to yellow via mail

Air Conditioning-Commercial/Industrial Sales/Service Installation Controls Refrigeration Energy Management Sheet Metal Work



4311 W. Ida Street • Tampa, Florida 33614  
P.O. Box 153179  
Phone (813) 875-0782  
Fax (813) 875-2275



1231 Seminola Boulevard  
Casselberry, Florida 32707  
Phone (407) 699-0454  
Fax (407) 699-0000

# CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Florida County of Orange

Bruce Johnson, being duly sworn according to law, deposes and says that he is the Vice President (Title of Office of Air Mechanical & Service Corp., CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Central Transfer Station HVAC and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

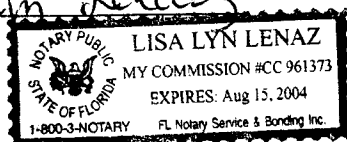
[Signature]  
Signature of Affiant

Bruce Johnson, Vice President  
Title

State of Florida )  
County of Orange ) ss

The foregoing instrument was acknowledged before me this 6th day of December, 2002, by Bruce Johnson, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature



Print name: Lisa Lyn Lenaz  
Notary Public in and for the County and State Aforementioned

My commission expires: 8/15/04

CONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)  
6/19/96

App. Q-1

NOTICE TO CONTRACTOR THAT CLAIMANT  
WILL LOOK TO BOND OF CONTRACTOR  
(FLORIDA STATUTE 255.05)

**TO: Seminole County**  
**1101 E First Street**  
**Sanford, FL 32771**

**DATE: July 30, 2002**

The undersigned hereby informs you that he has furnished or will furnish services or materials as follows: **HVAC Materials**

**For improvement of the real property identified as:**

**Central Transfer Station – 1634 SR 419, Longwood, FL 32750**

FC-1176

**Under an order given by:**

**Air Mechanical – 425 C Gaston Foster Road, Orlando, FL 32807**

Florida law prescribes the serving of this notice to advise you that we intend to look to your bond for payment for the foregoing items.

PLEASE NOTE: This “notice to general contractor” is not a claim upon your bond, but only of the intent to claim against bond if not paid.

This “notice” is not intended as a reflection upon your credit standing or that of your subcontractor, but is furnished to comply with Florida Statutes.

In general, when making progress payments and certainly when final payment becomes due, to determine whether claimants who have “given notice” have been paid, check with them and require your subcontractor to furnish an affidavit setting forth the amounts owed by your subcontractor.

**CERTIFIED COPIES TO:**  
Seminole County  
Wachovia Insurance Services, Inc

STAN WEAVER & COMPANY  
4607 N CORTEZ AVE  
TAMPA, FL 33614

**ADDITIONAL COPIES:**  
Air Mechanical

**BY: D. CLARK**  
“AGENT”

ORL 3490

## WAIVER AND RELEASE OF LIEN FINAL

The undersigned lienor, in consideration of the final payment of the amount of \$ 10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Air Mechanical on the job of:

### Central Transfer Station - Longwood, FL

Dated on December 10, 2002

Stan Weaver & Company  
4607 North Cortez Avenue  
Tampa, Florida 33614  
(813) 879-0383

By: 

C.S. Weaver, President

State of Florida  
County of Hillsborough

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December 2002, by C.S. Weaver, President who is personally known to me.

Notary Signature 

Printed Name : Deena M Paree



Deena M. Paree  
MY COMMISSION # DD154072 EXPIRES  
December 7, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

**Note:** This is a statutory form prescribed by Section 713.20 Fla. Stt. (1996). The statute does not permit a person to require a lienor to furnish a waiver or release of lien that is different from the statutory form.

21

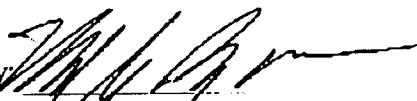
WAIVER AND RELEASE OF LIEN RIGHTS UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of \$10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Air Mechanical & Service Corporation (AMSCO) on the job of Seminole County to the following described property:

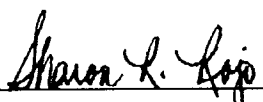
Seminole County Central Transfer Station  
1624 State Road 419, Longwood, Florida

DATED on December 10, 2002

Bay To Bay Balancing, Inc.

By   
M. Ann Bowman  
Vice President

Sworn to and subscribed to before me this  
December 10, 2002

  
Notary Public, State of Florida  
My commission expires: June 29, 2004



Sharon R. Rojo  
Notary Public-State of Florida  
Commission # CC 951233  
Expires June 29, 2004

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).  
Effective October 1, 1996, a person may not require a lienor to furnish a waiver  
or release of lien that is different from the statutory form.

# **WAIVER AND RELEASE OF LIEN RIGHTS FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$ 10.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to TEN DOLLARS on the job of CENTRAL Transfer STATION, to the following described property: CONTRACT NO: FC-1176-02/BJC/Central Transfer Station. HVAC  
1634 SR 419 - Longwood, FL  
Bond # 5885435

Dated on DECEMBER 10, 2002.

Lienor's Name: Automated Building Controls

Address: 1231 Seminola Blvd.

Casselberry, FL 32707

By: Warren Byers

Name & Title: WARREN BYERS, PRES.

State of Florida, County of Seminole  
Sworn & subscribed to before me this 10th day of December, 2002

Kathryn A. Kensinger  
Notary Public, State of Florida  
My commission expires:

KATHRYN A. KENSINGER  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD100610  
EXPIRES 03/17/2006  
BONDED THRU 1-888-NOTARY1

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1906). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from statutory form.

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**FINAL WAIVER AND RELEASE OF LIEN**

The undersigned lienor, in consideration of the sum of \$ 4,150.00, hereby gives and releases its lien and right to claim lien for labor, services, or materials furnished to Air Mechanical, for Central Transfer Station located at 1634 S.R. 419, Longwood, Seminole County, Florida.

Dated: 12/10/02

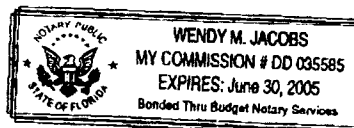
Lienor's Name: Dollard Enterprises, LLC  
2714 Mikler Rd.  
Oviedo, FL 32765  
(407) 366-7498

By: Dolleen Dollard  
Printed Name: Dolleen Dollard

STATE OF FLORIDA  
COUNTY OF SEMINOLE

Personally appeared before me this 10th day of December, 2002, DOLLEEN DOLLARD, (who is personally known to me), who being duly sworn says that she is a Member of Dollard Enterprises L.L.C. and that she acknowledges the execution of the foregoing instrument for and on special instance and request.

Wendy M. Jacobs  
NOTARY PUBLIC



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien this is different from the statutory for.

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**WARNING TO OWNERS: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE.**

**TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM : Metal Mart Systems, Inc EVERY TIME YOU PAY YOUR CONTRACTOR.**

## NOTICE TO OWNER/NOTICE TO CONTRACTOR\*

**DATE: July 18, 2002**

**TO: OWNER 7000052000165787700**  
Seminole County

1101 E First Street  
Sanford, FL, 32771

FC-1176

**The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows: HVAC, SHEETMETAL, DUCTWORK**

**for the improvement of real property identified as: Central Transfer Station HVAC/  
CONTRACT NO: FC-1176-02/BJC/ CENTRAL TRANSFER STATION - HVAC  
1634 SR 419 - LONGWOOD, FLORIDA.  
BOND # 5885435**

**under an order given by: Air Mechanical & Services**

Florida Law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

### **IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay sub-contractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

### **PROTECT YOURSELF**

**RECOGNIZE** that this Notice to Owner may result in a lien against your property unless all those supplying a **NOTICE to Owner** have been paid. **LEARN** more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

Request for Sworn Statement of Account must be addressed to agent below.

\* If the project is bonded under sections 713.03, 713.245, 255.05 Florida Statutes or 270 USC this Notice shall serve as a preliminary Notice to Contractor and the firm sending this Notice will look to the contractor's bond (Surety Co) for protection on the work.

**By: S. Wipper**

**Agent for: Metal Mart Systems, Inc**  
Attn: Helen  
255 Century Blvd  
Bartow, FL, 33830

### **COPIES TO:**

**700005200016 5787701 CONTRACTOR - Air Mechanical & Services 425-C Gaston Foster Rd Orlando, FL 32807**

**700005200016 5787702 - Westfield Insurance Co 9600 Cogler Blvd #208 St Petersburg, FL 33702**

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